

## **complaint**

Mrs A complains that The Prudential Assurance Company Limited surrendered two life assurance policies when it shouldn't have done.

## **background**

In its final response Prudential explained that both policies had been taken out in 1965, one by Mrs A's husband with Mrs A as the life assured and the other by Mrs A with her husband as the life assured.

It said both policies had been surrendered in July 1992, but given the time since surrender it had no information as to how the policies were surrendered and it was unable to uphold her complaint.

Mrs A referred her complaint to us and one of investigators considered it but was unable to say that Prudential had done anything wrong.

Mrs A didn't accept the investigator's opinion, so the matter has been referred to me for review.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I understand why Mrs A is concerned about the surrender of the policies, given she has said she didn't surrender her policy and is sure her husband wouldn't have surrendered his either. But whilst I accept she has no recollection of the policies being surrendered in 1992 I'm mindful this was over 15 years ago and memories from so long ago are unlikely to be complete.

I have to make my findings about what happened on a balance of probabilities – what is more likely, than not, to have happened. Given the surrender of the policies took place in 1992, to uphold Mrs A's complaint I would have to be satisfied it's more likely, than not, that Prudential did something wrong in surrendering the policies at the time – in short that Prudential surrendered the policies without appropriate authority to do so. And given there is no documentary evidence from the time of surrender I'm unable to find that it did.

Mrs A has questioned how it was possible to surrender the policies when she still has the policy documents. But Prudential has explained there was no need at the time for the policy documents to be produced on surrender. So the fact she still has the policy documents doesn't provide any evidence Prudential wrongly surrendered the policies.

It does have a record of the original proposal made in 1965 to start the policies. But it wasn't required to hold the surrender claim forms indefinitely, as it has pointed out. Under the rules that applied at the time it only had to keep details of cancelled policies for three years - although it normally retains these for seven years.

I don't think there is anything unusual in a business having a record of a proposal form, or some other document from when a policy was taken out, whilst not retaining other

documents that were completed at a later date. And I wouldn't expect Prudential to have kept documents for a policy which was surrendered more than 15 years ago.

I realise Mrs A won't be satisfied that she still has no further information about what happened in 1992 and still has unanswered questions about this. But I can only base my decision on the information that is available.

She will also be disappointed I haven't upheld her complaint but I hope she will understand that due to the time since surrender there isn't any evidence available about the circumstances of the surrender that suggests that Prudential did anything wrong at the time.

**my final decision**

For the reasons I have set out above, I don't uphold this complaint and I make no award.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 8 July 2018.

Philip Gibbons  
**ombudsman**